Rehoboth Farms of VA, LLC 900 Broad Street Altavista, VA 24517

Animal Adoption Contract

Page 1 of 4

If a person places a deposit and/or purchase a puppy, dog, or other livestock, known as "the animal" in any form from Rehoboth Farms of VA, LLC that person is henceforth known as "the buyer" and agrees to the following terms of this contract. Any representative of Rehoboth Farms of VA, LLC is known as "the seller".

- 1. The buyer agrees to sign a paper copy of this contract upon receiving the animal purchased. The buyer also agrees to sign a paper copy of any other contract necessary if the buyer has purchased additional rights or registration of the animal.
- 2. The buyer agrees to see a state certified veterinarian within 72 hours upon receiving an animal. If the buyer wants to return the puppy during this time period, the buyer agrees to return puppy at the buyer's expense. The buyer cannot return the puppy after 72 hours, unless to surrender the animal, and the seller is not responsible for any expenses that arise after the buyer receives the animal. The seller may refuse to receive any animal for any reason, surrender or otherwise, after the buyer has been in possession of the animal for 30 days.
- 3. The buyer agrees that the seller is not responsible at any time for any veterinary bills, any other financial expense, any health-related issue, the animal's care, the animal's feeding, the animal's housing, the animal's exercise, the animal's medication, etc. related to the animal once the animal leaves the premises of the seller. Therefore the buyer agrees that the seller shall not be held liable in any way whatsoever for any health-related issues after leaving our premises. The buyer shall not request a replacement animal should original animal experience health-related issues after leaving our premises.
- 4. The buyer agrees that animals raised in a farm or kennel environment may contract worms. The seller will treat all animals at least two (2) weeks prior to the buyer receiving the animal. As this is a common condition, an animal may contract worms again prior to the buyer receiving the animal. The buyer agrees not to return an animal for an easily treatable condition such as worms. The buyer's veterinarian will be able to diagnose and prescribe any of a number of deworming medications to treat the animal.
- 5. The buyer agrees to continue immunizations and vaccinations based on veterinarian's care and continue to treat for worms, parasites, heart worm, rabies, mosquitoes and fleas.
- 6. The buyer agrees that the seller is not responsible if the animal contracts a communicable disease or illness after leaving the seller's care.
- 7. The buyer agrees to never abuse, neglect, tie or chain the animal for extended times, or leave the animal in a kennel/crate for a long period of time, unless for nightly sleeping or training.
- 8. The buyer agrees that the animal will have access to the outdoors daily, not only to relieve itself, but for exercise and general mental well being.
- 9. The buyer agrees to properly take care of the animal, including but not limited to, daily exercise, proper nutrition, clean drinking water at all times, and proper shelter from the elements.

Animal Adoption Contract

Page 2 of 4

- 10. The buyer agrees to keep the animal on a proper diet and that certain foods can affect the animal's health.
- 11. If the buyer cannot properly take care of the animal, the buyer agrees to contact the seller to surrender the animal, giving the seller first right of refusal. If the seller does not have facilities available to properly care for the animal on the seller's properties or for any other reason, the seller is not required to take the animal back. If the seller takes the animal back, the seller will re-home the animal. No monies will be reimbursed and the buyer relinquishes all rights to the animal.
- 12. Should the seller agree to receive a female animal that has become pregnant, the buyer also relinquishes all rights of the animal's offspring to the seller and will not be compensated.
- 13. The buyer agrees to have the animal spayed or neutered before it reaches the age of eight (8) months, unless given permission by the seller (see Breeding Rights Contract).
- 14. The buyer shall not sell the animal or its offspring, to any individual or establishment in the business of breeding, selling and/or selling puppies for a profit unless established in the Breeding Rights Contract.
- 15. The buyer agrees that the seller is not responsible, financially or otherwise, for any damages that the animal causes to the buyer, the buyer's property, or the buyer's possessions.
- 16. The buyer agrees that any refunds or damages due shall not exceed the purchase price of the animal(s) purchased. This does not include any additional fees for breeding rights or registrations.
- 17. The buyer agrees that the venue for any legal action shall be Campbell County, VA.
- 18. The buyer agrees that there may be unforeseen circumstances whereby animals of the seller breeding line may lose AKC Registration, and in such case, if the buyer has purchases AKC Registration and/or Breeding Rights, and the seller should lose AKC Registration on the lineage purchased by the buyer, the seller shall not be held liable in any way for any reason should the buyer not be able to sell offspring as AKC Registered, or stud out a male purchased from the seller, and said offspring not be able to be sold as AKC Registered puppies.
- 19. The buyer agrees that deposits and/or purchases are refundable without receiving an animal and within three (3) days of deposit date only. After three (3) days, deposits are non-refundable, no exceptions. The buyer agrees to consider this non-refundable policy if your search for a new animal is urgent or time sensitive. The buyer agrees to contact the seller by phone (call or text) or email to request a refund and will allow up to 30 days to receive a refund by check.
- 20. The buyer agrees that upon placing a deposit and/or purchasing an animal with a specific selection and gender, the buyer cannot switch to a different gender or selection.
- 21. The buyer agrees that the seller may not be able to provide an animal from the first litter after which the buyer places a deposit. If the litter does not produce enough offspring to fill the buyer's order, the buyer's deposit will be held for a subsequent litter up to two (2) years from the deposit and/or purchase date. The buyer will also be moved up on the selection list,

Animal Adoption Contract

Page 3 of 4

dependent on other orders. E.g.: If the buyer has ordered a 4th selection male and the litter produces only three (3) male puppies, the buyer will have 3rd selection male on a subsequent litter.

- 22. The buyer agrees that the buyer has right to roll a deposit and/or purchase over to a future litters of other animals for up to two (2) years from deposit and/or purchase date for any reason. The buyer understands that the price will be fixed for one (1) year from deposit and/or purchase date. If there is a price increase in the seller's animals (per litter), the buyer agrees to pay the difference prior to receiving the animal.
- 23. The buyer agrees to respond to the seller's selection by email within one (1) week of being sent. The buyer will make a selection in accordance to what the buyer has received in the email. The seller will send the selection email one (1) to two (2) weeks after the litter's date of birth in order to give the seller pictures with the animal's eyes open.
- 24. The buyer agrees to pay the remaining balance on an animal within 30 days a litter's date of birth if a deposit is made. If payment is not received, the seller reserves the right to place the buyer's purchase up for sale again and the buyer's deposit will be held for a subsequent litter.
- 25. The buyer agrees that the seller the right of 1st selection male and/or female from any and all litters for breeding purposes. The seller will decide this prior to asking the buyer for a selection. The buyer agrees that this is the only way that the buyer may be moved down on the selection list. Otherwise the selection list is created on a first come, first served basis. No buyer will be allowed to pay, barter, or bargain to move on the list.
- 26. The buyer agrees that an unfulfilled order from a previous litter may move the buyer down on the selection list.
- 27. The buyer agrees to pick up or ship the animal no earlier than 60 days and no later than 70 days after the litter's date of birth. If for any reason this is not possible, the buyer agrees to have their deposit and/or purchase held for a subsequent litter. The seller will contact the buyer for pick up or shipping instructions by email.
- 28. The seller agrees that the buyer is purchasing an animal and will furnish registration papers if requested upon puppy pick up, or as the seller receives from the kennel club. Payment must be paid in full to receive registration and papers.
- 29. The seller agrees to furnish the following documents when the buyer receives the animal: health certificate from licensed veterinarian, vaccination record with product name and lot numbers, de-worming record with product name and lot numbers if applicable.
- 30. The seller agrees to furnish the following products if available: one small bag (five to seven lbs.) of Diamond Naturals Large Breed Puppy food, one travel dog bowl, one toy that has been around the mother and puppies.
- 31. The seller agrees to have the animal has seen our veterinarian by 8 weeks of age.
- 32. The seller agrees to give the animal proper care and nutrition for the time it has been in the seller's care.

Rehoboth Farms of VA, LLC 900 Broad Street Altavista, VA 24517

Animal Adoption Contract

Page 4 of 4

- 33. The seller agrees that the animal has received all immunizations, vaccinations, and de-worming medications according with a standard vaccination schedule.
- 34. The seller agrees to provide the buyer with health records, health certificate, and product packaging or lot numbers.
- 35. The seller agrees that the buyer is responsible for any expenses and/or financial liabilities that arise after receiving the animal, or that may be the result of an animal purchased from the seller.
- 36. The seller agrees that any refunds or damages due shall not exceed the purchase price or the deposit of the animal purchased.
- 37. The seller agrees that the venue for any legal action shall be Campbell County, VA.

The seller (print):		
•		
signature:	date:	
The buyer (print):		
signature:	date:	